

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

EVERETT W. JAMES,)	Civil No. 05-00746 JMS/BMK
)	
Plaintiff,)	JUDGMENT AND PERMANENT
)	INJUNCTION
vs.)	
)	
AMERICAN PACIFIC)	
UNIVERSITY, THE)	
EMPOWERMENT PARTNERSHIP,)	
LLC, ADVANCED NEURO)	
DYNAMICS, INC., MATTHEW B.)	
JAMES, and SOOMI JAMES,)	
)	
Defendants.)	

JUDGMENT AND PERMANENT INJUNCTION

The Court, having considered the Stipulation to Judgment and Permanent Injunction executed by the parties, filed herein on February 2, 2007,

IT IS ORDERED AND ADJUDGED THAT:

1. Plaintiff has alleged that:

A. Plaintiff is the owner of the following trademarks

TIME LINE THERAPY, Federal
Registration Nos.1890438 and 1818198

CREATING YOUR FUTURE, Federal Registration Nos.
2778363, 2778362 and 0986952

THE SECRET OF CREATING YOUR FUTURE, Federal
Registration Nos. 1780127, 1724378 and 2862394.

B. Plaintiff has enforceable trademark rights in his name,
voice and image.

C. Plaintiff and the defendants are engaged in the same
or related businesses.

D. Defendants, without plaintiff's authorization or consent,
have used the trademarks listed in subparagraphs A and B above.

E. Defendants' use of the trademarks listed in subparagraphs
A and B above, without plaintiff's consent, constitutes infringement of
plaintiff's trademark rights.

2. Without admitting or denying liability arising from the
allegations set forth in paragraph 1 above, defendants do not contest
plaintiff's allegations and acknowledge that such conduct is wrongful.

3. Defendants AMERICAN PACIFIC UNIVERSITY, THE
EMPOWERMENT PARTNERSHIP LLC, formerly known as the
Empowerment Group, LLC, ADVANCED NEURO DYNAMICS, INC.,
MATTHEW B. JAMES and SOOMI JAMES, their agents, officers, directors,
shareholders, employees and attorneys, and all others in active concert or

participation with them who receive actual notice of the Court's injunction shall be, and hereby are, enjoined and restrained from all uses of the trademarks "Time Line Therapy," "Creating Your Future," and "The Secret of Creating Your Future," and are further restrained and enjoined from any and all uses of Plaintiff's name, voice or image in or on any and all advertising and promotional materials, including Internet web pages, except Defendants may make "fair use" of such trademarks which shall consist only of the following:

- (a) Defendants who are active members in good standing of the Time Line Therapy Association shall be permitted to state that they are certified to provide Time Line Therapy training;
- (b) Defendants may use the Plaintiff's trademarks for purposes of legal and proper comparative advertising, for purposes of proper attribution in scholarly or professional writings and/or articles, and/or as a part of oral discussions or presentations at classes or seminars provided such use does not create a likelihood of confusion as to the source, identity or sponsorship of

Defendants' products. In all such advertising, Defendants must explicitly state that the Plaintiff is not affiliated with the Defendants and that the Plaintiff does not endorse the Defendants' products; the typeface of these disclaimers may be no smaller than the typeface of any statements that refer to the Plaintiff, and the disclaimers shall be displayed in a prominent location in or on any and all advertising and promotional materials, including Internet web pages. The Defendants may not create an impression in any manner that the Plaintiff is offering or otherwise endorsing the Defendants' products. The Defendants may not cause confusion by directly or indirectly suggesting that they offer Time Line Therapy or specific elements of Time Line Therapy unless specifically authorized to do so pursuant to subparagraph (a);

- (c) Defendants who lawfully come into possession of the books *Time Line Therapy* and *The Basis of Personality* and *The Secret of Creating Your Future* and have a legitimate right to sell such books shall be permitted to

sell them and to reference, in or on any and all advertising and promotional materials, including Internet web pages, that such books are being sold;

- (d) Defendants shall be permitted to state that historically accurate facts:
 - (i) in biographical statements of defendant Matthew B. James, that Matthew B. James is the son of Plaintiff, has received training from Plaintiff and has received training in Time Line Therapy, provided all such statements must be in a form and size of no greater prominence than other content in Matthew B. James' biographical statements;
 - (ii) that Advanced Neuro Dynamics, Inc. was founded by Plaintiff; the Plaintiff was a former trainer and former employee of Advanced Neuro Dynamics, Inc., and that Plaintiff had a prior interest in American Pacific University, provided the Defendants must explicitly state that Plaintiff is no longer affiliated with Defendants and that the

Plaintiff does not endorse the Defendants' products; the typeface of these disclaimers may be no smaller than the statements that refer to the Plaintiff; the disclaimers shall be displayed in a prominent location in or on any and all advertising and promotional materials, including Internet web pages; and the Defendants may not create an impression in any manner that the Plaintiff is offering or otherwise endorsing the Defendants' products.

4. The defendants shall comply with this order immediately and remain in constant compliance herewith.

5. Defendants have irrevocably and fully waived notice of entry of the Judgment and Permanent Injunction and have acknowledged and agreed that violation of the Judgment and Permanent Injunction will expose defendants to all penalties provided by law, including for contempt of Court.

6. Defendants have irrevocably and fully waived any and all right to appeal the Judgment and Permanent Injunction, to have it vacated or set

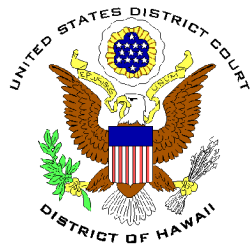
aside, to seek or obtain a new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity or enforceability.

7. Defendants shall not make any public statements that are inconsistent with any term of this Stipulation to Judgment and Permanent Injunction.

8. The Court shall maintain continuing jurisdiction over this action for the purpose of enforcing this final Judgment and Permanent Injunction.

9. This judgment and permanent injunction disposes of all claims of all parties in this case. Each party shall bear his, her or its own attorneys' fees and costs.

DATED: Honolulu, Hawaii, February 6, 2007.




J. Michael Seabright
United States District Judge

James v. American Pacific University, et al., Civil No. 05-00746 JMS/BMK, Permanent Injunction and Judgment